

WYATT, TARRANT & COMBS

JOHN S. OSBORN, JR.
ROBERT L. MADDOX
EDGAR A. ZINGMAN
WILLIAM H. MCCANN
HERBERT D. SLEDD
LAWRENCE L. JONES, III
CHARLES E. MACGREGOR
HARRIS A. GILBERT
RICHARD W. ILLER
H. FOSTER PETTIT
RUSSELL H. RIGGS
LAWSON F. APPERSON
RICHARD C. WARD
JAMES E. BOURNE
ROBERT C. EWALD
A. WALLACE GRAFTON, JR.
THOMAS W. SINEX
SAMUEL G. BRIDGE, JR.
H. ALEXANDER CAMPBELL
STEWART E. CONNER
R. LAWRENCE BAIRD
J. LARRY CASHEN
PARKER W. DUNCAN
THOMAS R. DYER
MARTIN ROCKWELL
WILLIAM S. SOLMSON
ROBERT I. CUSICK
EDWIN S. HOPSON
GROVER C. POTTS, JR.
JOHN P. REISZ
K. GREGORY HAYNES
CHARLES W. BONE
JAMES T. HODGE
SAM J. McALLESTER III
W. MICHAEL MILOH

M. STEPHEN PITT
GLEN G. REID, JR.
STEPHEN D. BERGER
JOHN W. LEWIS
J. RICHARD BUCHIGNANI
EDWARD J. FOSTER
J. SPENCER HARMON
GEORGE L. SEAY, JR.
HENRY E. KINDER
FRANCIS J. MCELLEN, JR.
C. MICHAEL NORTON
EDWIN S. PYLE
RICHARD C. RAINES
MARTIN P. DUFFY
WALTER M. JONES
MICHAEL B. VINCENTI
JEFF A. WOODS
JOSEPH J. ZALUSKI
RICHARD A. BIERLY
MARK C. BLACKWELL
FRANK F. CHUPPE
THOMAS J. LUBER
ALLISON JOSEPH MAGGIOLO
RICHARD NORTHERN
BRADFORD L. COWGILL
ROBERT E. CRADDOCK, JR.
BARBARA J. MOSS
MERRILL S. SCHELL
KEVIN J. HABLE
MARK VORDER-BRUEGGE, JR.
W. JOSEPH ALDRIDGE
CHRISTIAN A. HORSNELL
MARK T. MACDONALD
J. MICHAEL BROWN
J. MARK BURTON

E. FRANKLIN CHILDRESS, JR.
PAUL J. COX
ROBERT L. CRAWFORD
WILLIAM WARREN GIBSON
G. ALEXANDER HAMILTON
PATRICK W. MATTINGLY
PARKER W. EADS
DAVID W. SEEWER
VIRGINIA HAMILTON SNELL
JUDGE B. WILSON II
BRUCE B. McELVEIN
GAYLE B. McGRATH
PHILIP E. MISCHKE
ARTHUR A. ROUSE
GORDON B. WRIGHT
CYNTHIA W. YOUNG
GAIL SMITH BRADFORD
DEBRA H. DAWAHARE
BYRON E. LEET
CARYN F. PRICE
LEO F. CAMP
J. ANTHONY GOEBEL
ROBERT A. HEATH
WILLIAM H. HOLLANDER
MICHAEL K. KIRK
GEORGE J. MILLER
DAVID A. SHART
JOAN LLOYD COOPER
KAREN J. GREENWELL
J. GRAHAM MATHERNE
WILLIAM B. OWSLEY
CHERYL W. PATTERSON
STEPHEN R. PRICE, SR.
MARK A. ROBINSON
RITA L. FADELL

MICHELLE TURNER
CORNELIUS E. CORYELL, II
KEITH C. DEWITT
CLINTON J. ELLIOTT
MARCO M. RAJKOVICH, JR.
JEFFREY E. WALLACE
JOHN M. WILLIAMS
JAMES C. BRADSHAW III
CAROLE D. CHRISTIAN
CAROLINE ST. CLAIR KAISER
DONALD J. KELLY
JENNIFER S. MADDEN
VIRGINIA BURT WILSON
JEAN W. BIRD
BARBARA WETZEL GERNERT
ROBERT A. HAWKINS
PENNY R. WARREN
SHANE USARY
LESLY A. R. DAVIS
JANE C. FOUSHEE
ANDREW B. CAMPBELL
CAROLINE MILLER OYLER
LIZBETH L. BAKER
LARRY R. CHURCH
ROSS HIGMAN
SHARON O. JACOBS
FRANKLIN K. JELLSMA
JAMES W. LEE
CAROLYN A. POTTER
JON W. SMITH
JOHN W. WOODARD, JR.
KEVIN P. CROOKS
CYNTHIA BLEVINS DOLL
PAUL J. DYAR
HENRY L. HIPKENS
MICHAEL M. McKINNEY
DEBORAH H. PATTERSON
STEVEN L. SNYDER
CHARLES D. WEBB, JR.

MICHELLE D. WYRICK
MITZI D. WYRICK
THOMAS E. BARTRUM
GREGORY S. BERMAN
MYKA L. HOPGOOD
PAIGE WALDROP MILLS
WILLIAM CRAIG ROBERTSON III
BOBBY C. SIMPSON
BRUCE R. SMITH
SANDRA HINOJOSA HUBBARD
PAMELA G. McINTYRE
FRANCES HILDEBRAND SESSIONS
DANIEL G. BROWN
WILLIAM J. HAYNES, III
OSCAR JOHN NORRIS, III
JULIE M. O'DANIEL
J. ALLEN ROBERTS
DAVID E. SAFFER
DANA COSBY WILLIAMS
GREGORY P. AUBUCHON
LIZBETH L. BAKER
TRACE BLANKENSHIP
CLARA M. BROWN
COURTNEY TOWNES GOOD
C. TYSON GORMAN
MELANIE J. KILPATRICK
ANDREW M. MORIN
C. PALMER PILLANS, IV
GORDON A. ROWE, JR.
ARTHURICE T. BRUNDIDGE
AUSTIN B. BYRD
ROBERT H. EARDLEY
RENEE LEVAY

COUNSEL:
FRANK W. BURKE, SR.
DONALD R. WELLFORD
EDWARD T. BREATHTITT
JAMES W. McDONNELL, JR.
MARION S. BOYD, JR.
KENNETH F. CLARK, JR.
JACK G. JONES, JR.
ED E. WILLIAMS, III
JACK F. STRINGHAM II
DANIEL R. LOFTUS
PATRICIA J. COTTRELL
KAREN L. HALE
B. GAIL REESE
LEO J. BUCHIGNANI, JR.
PHILIP D. KESSACK
WILLIAM L. PENNY
JERRY W. TAYLOR
R. NASH NEYLAND
B. ANTHONY SAUNDERS
ROBIN MITCHELL JOYCE
GARY D. MILLER
NORMAN W. GRAHAM
N. VICTORIA HOLLADAY
DAMIEN M. PRATHER

OF COUNSEL:
C. KILMER COMBS
GORDON B. DAVIDSON

*ADMITTED ONLY IN INDIANA
*ADMITTED IN INDIANA AND KENTUCKY
*ADMITTED ONLY IN TENNESSEE
*ADMITTED IN TENNESSEE AND KENTUCKY
ALL OTHER ATTORNEYS ADMITTED IN KENTUCKY

CITIZENS PLAZA
LOUISVILLE, KY 40202-2898
502 589-5235

1500 NASHVILLE CITY CENTER
NASHVILLE, TN 37219-1750
615 244-0020

1700 LEXINGTON FINANCIAL CENTER
LEXINGTON, KY 40507-1746
606 233-2012

29 MUSIC SQUARE EAST
NASHVILLE, TN 37203-4322
615 255-6161

TAYLOR-SCOTT BUILDING
FRANKFORT, KY 40601-1807
502 223-2104

313 E. MAIN STREET, SUITE 1
HENDERSONVILLE, TN 37075-2546
615 822-8622

50 EAST RIVERCENTER BLVD., SUITE 810
COVINGTON, KY 41011-1683
606 655-9700

6075 POPLAR AVENUE, SUITE 650
MEMPHIS, TN 38119-4721
901 537-1000

ELSBY BUILDING
NEW ALBANY, IN 47150-3441
812 945-3561

10368 WALLACE ALLEY STREET, SUITE 1
KINGSPORT, TN 37663-3977
423 279-1825

WRITER'S DIRECT DIAL NUMBER

JAMES H. NEWBERRY, JR.

606 288-7621

REPLY TO WRITER AT:
1700 Lexington Financial Center
Lexington, KY 40507-1746
FAX: 606-259-0649

99-00685

September 14, 1999

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Sir or Madam:

Enclosed is an original Petition for Arbitration and 14 copies, as well as our firm's check in the amount of \$25.00 for the filing fee. We are filing this petition on behalf of Pilgrim Telephone, Inc. pursuant to Section 252 of the Telecommunications Act of 1996.

As described in the enclosed petition, Pilgrim and BellSouth Telecommunications, Inc. have been engaged in formal negotiations concerning an interconnection agreement since April of this year. Thus far, the negotiations have failed to produce an agreement. A significant problem in the negotiations has been Pilgrim's inability to obtain access to information about the form agreement proposed by BellSouth. The petition sets for the relief which Pilgrim seeks from the Authority.

We are unable to make any present assessment as to the revenue impact on the parties because of the very preliminary nature of the negotiations and the uncertainty as to the ultimate resolution of the arbitration proceedings.

RECEIVED
ADMINISTRATIVE
SEP 16 1999
VIA FEDEX
SEP 16 PM 2 31
TN REGULATORY AUTHORITY
JR

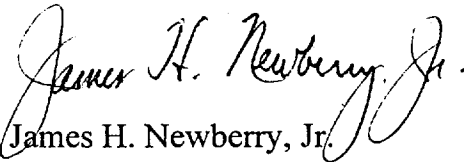
paid
9/16/99

Tennessee Regulatory Authority
September 14, 1999
Page 2

Please be advised that Gail Reese, who works out of our firm's downtown Nashville office, is admitted to the practice of law in your state. I am admitted to practice only in Kentucky, but I will appreciate the opportunity to appear before the Authority at such times as an appearance is appropriate. If the Authority has any special rules governing appearances by counsel from other states, I would appreciate your forwarding a copy of those rules to me.

Please file the enclosed petition. stamp one copy of the petition as "filed," and return it to me in the enclosed envelope. Thank you for your assistance in this regard.

Sincerely yours,


James H. Newberry, Jr.

/hn
Enclosures

cc: B. Gail Reese, Esq.
Stan Kugell

30160150.1

BEFORE THE
TENNESSEE REGULATORY AUTHORITY
CASE NO. 99-00 685

REC'D TH
REGULATORY AUTH.
'99 SEP 16 PM 2 34
SECRETARY
PETITIONER

PILGRIM TELEPHONE, INC.

V. PETITION FOR ARBITRATION
PURSUANT TO SECTION 252(b) OF THE
TELECOMMUNICATIONS ACT OF 1996

BELLSOUTH TELECOMMUNICATIONS, INC.

RESPONDENT

* * * * *

Pilgrim Telephone, Inc., through counsel, submits the following Petition for Arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 ("Act"):

1. Pilgrim Telephone, Inc. ("Pilgrim") is a Massachusetts corporation with its principal place of business located at Building 600, Suite 450, One Kendall Square, Cambridge, MA 02139. Pilgrim is an interexchange carrier and enhanced service provider providing various services to customers throughout the United States. Pilgrim also plans to offer intra-exchange telecommunications services.

2. BellSouth Telecommunications, Inc. ("BellSouth") is a corporation with its principal place of business located at 675 West Peachtree Street, Atlanta, GA 30375. BellSouth provides an assortment of telecommunications services and is an incumbent local exchange carrier, as defined by the Act, in nine southeastern states.

3. For many years, Pilgrim has obtained billing and collection services from BellSouth pursuant to an agreement.

4. For many years, Pilgrim has sought to obtain certain additional network elements from BellSouth without success.

5. Pilgrim's inability to obtain the requested network elements has placed Pilgrim at a competitive disadvantage.

6. On April 9, 1999, Pilgrim requested that BellSouth provide Pilgrim with access to certain specified unbundled network elements ("UNEs") in accordance with Section 252(a)(1) of the Act. A copy of Pilgrim's letter to BellSouth is attached and incorporated herein by reference as Exhibit "A".

7. BellSouth received Exhibit "A" on April 11, 1999. A copy of the return receipt from the United States Postal Service is attached and incorporated herein by reference as Exhibit "B".

8. On April 23, 1999, BellSouth acknowledged receipt of Pilgrim's request. A copy of BellSouth's letter is attached and incorporated herein by reference as Exhibit "C".

9. On April 29, 1999, BellSouth transmitted various documents to Pilgrim for the purpose of initiating the negotiations required by Section 252 of the Act. A copy of the transmittal letter, without the enclosures, is attached and incorporated herein by reference as Exhibit "D".

10. Between May 1, 1999 and the date of this filing, representatives of Pilgrim and BellSouth participated in a face-to-face meeting, conducted numerous phone conferences,

and exchanged correspondence in the course of attempting to negotiate Pilgrim's access to the UNEs specified in Exhibit "A".

11. Most of the discussions have focused on the meaning of various terms of the standard form interconnection agreement provided to Pilgrim by BellSouth.

12. Efforts by Pilgrim to obtain clarification from BellSouth have been frustrated by the need for BellSouth to involve an assortment of different individuals in the negotiations to explain different aspects of the form interconnection agreement.

13. Most recently, on August 9, 1999, counsel for Pilgrim forwarded a letter containing a list of specific questions to counsel for BellSouth in an effort to address a number of unresolved issues. A copy of the August 9, 1999 letter is attached and incorporated herein by reference as Exhibit "E".

14. On August 23, 1999, BellSouth responded via e-mail and indicated that it would need additional time in which to respond to Pilgrim's inquiries. A copy of BellSouth's e-mail response is attached and incorporated herein by reference as Exhibit "F".

15. At the present, the parties efforts to clarify the meaning of the interconnection agreement have not been concluded.

16. The negotiations set forth in the preceding paragraph have not produced an agreement between the parties, in substantial part, because BellSouth has (a) intentionally obstructed and delayed the negotiations in an effort to thwart Pilgrim's ability to gain access to the requested UNEs, and (b) failed to provide information reasonably necessary to reach an agreement.

17. Numerous issues remain unresolved, including:

A. The meaning of various provisions of BellSouth's form interconnection agreement.

B. Whether Pilgrim has a statutory right under Section 251(c)(3) of the Act to access the UNEs from BellSouth.

C. Whether BellSouth has, by virtue of the actions described in Paragraph 16 and otherwise, failed to discharge its obligation to negotiate with Pilgrim in good faith as required by Section 251(c)(1) of the Act.

D. Whether BellSouth has provided the UNEs identified in Exhibit "A" on a discriminatory basis in violation of Section 251(c)(2)(D) of the Act.

18. The positions of the parties are set forth in the attached exhibits and in this Petition.

19. No other issues relevant to this Petition have been discussed or resolved by the parties.

WHEREFORE, Pilgrim respectfully demands the following:

1. That this Commission initiate an arbitration proceeding in accordance with Section 252 of the Act;

2. That the Commission, as arbitrator, enter an award in favor of Pilgrim directing that BellSouth grant Pilgrim non-discriminatory access to the UNEs; and

3. That the Commission, as arbitrator, enter an award in favor of Pilgrim for an amount equal to the attorneys' fees and expenses it incurred between April 9, 1999 and the

conclusion of this arbitration proceeding, all as a consequence of BellSouth having failed to negotiate in good faith as required by Section 252 of the Act.

Respectfully submitted,

WYATT, TARRANT & COMBS
James H. Newberry, Jr.
1700 Lexington Financial Center
250 West Main Street
Lexington, KY 40507-1746
(606) 233-2012

and

B. Gail Reese
1500 Nashville City Center
511 Union Street
Nashville, TN 37219-1750
(615) 244-0020
Tennessee Bar #6266

By: B. Gail Reese
by JHN
ATTORNEYS FOR PETITIONER

CERTIFICATE OF SERVICE

Pursuant to Section 252(b)(3) of the Telecommunications Act of 1996, I hereby certify that a copy of this petition, including the supporting exhibits has been served by mailing same via overnight mail to Leah G. Cooper, Attorney for BellSouth Telecommunications, Inc. 675 West Peachtree Street, Suite 4300, Atlanta, GA 30375-0001.

This, the 14th day of September, 1999.

James H. Newberry, Jr.
ATTORNEY FOR PETITIONER

YATT, TARRANT & COMBS

1700 LEXINGTON FINANCIAL CENTER
LEXINGTON, KENTUCKY 40507-1746

606 233-2012
FAX: 606 259-0649

CITIZENS PLAZA
LOUISVILLE, KY 40202-2898
502 589-5235

TAYLOR-SCOTT BUILDING
FRANKFORT, KY 40601-1807
502 223-2104

ELSBY BUILDING
NEW ALBANY, IN 47150-3440
812 945-3561

1500 NASHVILLE CITY CENTER
NASHVILLE, TN 37219-1750
615 244-0020

28 MUSIC SQUARE EAST
NASHVILLE, TN 37203-4322
615 255-6161

313 E. MAIN STREET, SUITE 1
HENDERSONVILLE, TN 37075-2546
615 822-8822

6075 POPLAR AVENUE, SUITE 850
MEMPHIS, TN 38119-4721
901 537-1000

10368 WALLACE ALLEY STREET, SUITE 6
KINGSPORT, TN 37663-3977
423 279-1825

WRITER'S DIRECT DIAL NUMBER

JAMES H. NEWBERRY, JR.

606 288-7621

April 9, 1999

VIA CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

Ms. K. Regina O'Brien
Sales Director
BellSouth Interconnection Services
600 North 19th Street, 10th Floor
Birmingham, AL 35203

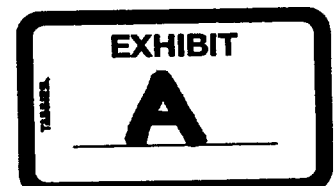
Re: Pilgrim Telephone, Inc.

Dear Ms. O'Brien:

Your March 10, 1999 letter to Stan Kugell has been forwarded to me for a reply. Your letter makes various ill-founded statements about Pilgrim's rights under the Telecommunications Act of 1996. I write to correct your misunderstandings and to formally request voluntary negotiations with BellSouth pursuant to Section 252(a)(1).

As I indicated in my letter of March 2, 1999, BellSouth has denied Pilgrim (1) the ability to obtain access to real time access to billed names and address ("BNA") information; (2) the ability to use 800 numbers to provide access to various billed services; and (3) access to 900 number blocking information. Particularly in light of the Supreme Court's recent decision in the Iowa Utilities Board case, we are highly confident that interexchange carriers such as Pilgrim are entitled to have "nondiscriminatory access to network elements on an unbundled basis at any technically feasible point." See Section 251(c)(3). A "network element" is defined as:

... a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are



Ms. K. Regina O'Brien
April 9, 1999
Page 2

provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision or a telecommunications service.

See Section 3(29). Without question, the services sought by Pilgrim constitute network elements to which Pilgrim is entitled to receive at any technically feasible point. Thus, the only unresolved issue is the extent to which these services can be unbundled in such a fashion as to make their unbundling technically feasible.

Documents which BellSouth has filed in Kentucky have demonstrated that at least some of the services requested by Pilgrim are available. Specifically, I call your attention to the following agreements, both of which have been filed with the Kentucky Public Service Commission:

1. Interconnection Agreement between DeltaCom and BellSouth Communications dated March 12, 1997 - Page 23, Paragraph D.4. reflects that BellSouth is providing DeltaCom with BNA information. Furthermore, Attachment C-6 reflects that LIDB data is made available to DeltaCom on a real time basis. This particular attachment reflects that this service has already been "unbundled" by BellSouth, so any effort to continue to deny Pilgrim access to the same services as DeltaCom is receiving will be considered to be an intentional and willful violation of Section 251(c)(3). Finally, I note that one of the attachments to the March 12, 1997 agreement is a LIDB Storage Agreement between BellSouth and DeltaCom. Page 2 of that agreement reflects that numerous billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Thus, BellSouth's denial of a similar service to Pilgrim is difficult to understand.
2. Interconnection Agreement between Ruddata Corporation and BellSouth Telecommunications dated August __, 1998 - Paragraph 4.4 of Attachment 5 reflects that BellSouth and Ruddata were prepared to exchange data concerning call blocking on a daily basis. As a result, it is apparently technically feasible to exchange blocking data between BellSouth and its customers.

Ms. K. Regina O'Brien
April 9, 1999
Page 3

While there may well be other agreements filed in Kentucky or in other states which shed additional light on the issue, we believe that these two interconnection agreements are illustrative of BellSouth's ability to unbundle the network elements which Pilgrim requests.

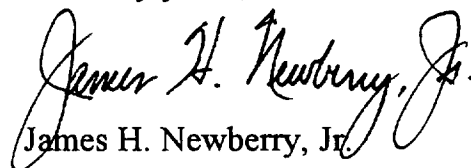
Section 251(c)(3) states, "An incumbent local exchange carrier shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service." Consequently, we believe that Pilgrim has an absolute right to have access to the services which it requests pursuant to the provisions of Sections 251 and 252 of the Telecommunications Act of 1996.

Accordingly, please accept this letter as Pilgrim's request under Section 252(a)(1) for the network elements outlined above. We are prepared to immediately commence voluntary negotiations for an interconnection agreement pursuant to Section 252(a)(1) at a location of your choosing. If you fail to negotiate with us, or in the event such negotiations appear fruitless, we will initiate compulsory arbitration in accordance with Section 252(b).

Finally, let me respond to two statements in your March 10 letter. Pilgrim was not, as you stated, attempting to "avoid payment to BellSouth." To the contrary, we were attempting to find a way to resolve what we then perceived to be legitimate business disputes. You have made it quite clear that BellSouth does not want to approach any of the alternatives outlined in my letter. Therefore, we are quite content to press our concerns through the processes outlined in Sections 251 and 252. Also, we stand by our position that the Iowa Utilities decision has a significant bearing on the relative rights of Pilgrim and BellSouth. While you were correct in your March 10 statement that Pilgrim had not requested formal negotiations, I trust that this letter alleviates your concern about any further need for such a request.

We look forward to hearing from you.

Sincerely yours,


James H. Newberry, Jr.

/hn

cc: Walter E. Steimel, Esq.
Mr. Stan Kugell

30141180.1

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
 - 2. ☐ Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

Ms. K. Regina O'Brien
Sales Director
BellSouth Interconnection
Services
600 N. 19th St., 10th Floor
Birmingham, AL 35203

4a. Article Number

Z 226 432 923

4b. Service Type

- ☐ Registered
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☒ Certified
- ☐ Insured
- ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

K. Regina O'Brien

6. Signature: (Addressee or Agent)

K. Regina O'Brien

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 Pilgrimage BS. 102595-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Print your name, address, and ZIP Code in this box •

WYATT TARRANT AND COMBS
1700 1/2 Main
Birmingham, AL 35203

Attn: Heidi-17

EXHIBIT

B

Leah G. Cooper
Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0764
Fax: 404-614-4054

April 23, 1999

Mr. James, H. Newberry, Jr.
Wyatt, Tarrant & Combs
1700 Lexington Financial Center
Lexington, Kentucky, 40507-1740

RE: Pilgrim Telephone Request for Interconnection

Dear Mr. Newberry:

This letter acknowledges receipt of your formal request for interconnection pursuant to Section 252 (a)(1) of the Telecommunications Act of 1996.

While I understand which "network elements" you are requesting, you must know that BellSouth is not required to unbundle these elements. Thus, your references to the various CLEC interconnection agreements in Kentucky are misplaced.

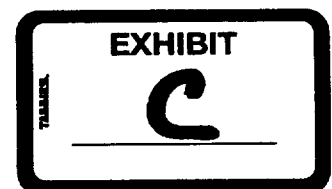
Notwithstanding the foregoing, pursuant to its requirements under the Act, BellSouth will commence negotiations with Pilgrim. A member of our Interconnection Services team will be contacting you shortly and providing the most current version of the BellSouth standard interconnection agreement.

Should you have additional questions, please feel free to give me a call.

Sincerely,


Leah G. Cooper

CC: Regina K. O'Brien



BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Kelly Forrest
(404) 927-1382
Fax: (404) 529-7839

April 29, 1999

Mr. Stan Kugell, Vice President
Pilgrim Telephone, Inc.
Building 600
Suite 150
1 Kendall Square
Cambridge, MA 02139

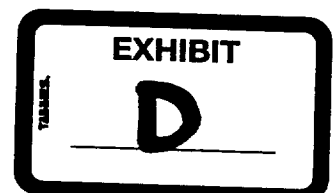
Dear Mr. Kugell:

Thank you for your interest in negotiating an interconnection agreement with BellSouth. This agreement allows for the provision of local interconnection, resale of BellSouth's telecommunication services, CLEC collocation on BellSouth's premises, and the purchase of Unbundled Network Elements.

Negotiating an Interconnection Agreement involves working with two BellSouth Interconnection Services (ICS) groups: ICS-Pricing for contract negotiations and ICS-Sales/Presale Quality Team for CLEC orientation and account representation. Both of these groups will assist you in completing regulatory requirements and in establishing a CLEC Master Account with BellSouth.

The following list details the documents contained in this introductory package with associated explanations as well as instructions for submitting those documents requiring processing. The items noted with an asterisk are required for completion and submittal during contract negotiations or the initial phase of the overall process.

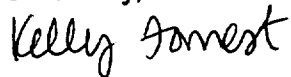
- *Example of Standard Customer Request for Negotiations**
- *BellSouth Interconnection Services Credit Profile**
- *Listing of Helpful Information on the BellSouth Interconnection Services Web page*
- *CLEC Training*
- *Draft of the BellSouth Advertising and Publishing Company (BAPCO) Agreement*
- *Draft of the BellSouth Standard Interconnection Agreement**
- *New CLEC Activation Process*



To facilitate interconnection agreement negotiations, you have been assigned a BellSouth representative or negotiator to assist with any questions or issues you may have with the negotiation process and the enclosed agreements. You can expect to be contacted by your negotiator within the next few days.

Again, thank you for your request to negotiate an interconnection agreement with BellSouth Telecommunications, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Forrest".

Kelly Forrest
Manager, BellSouth Interconnection Services - Pricing

Attachments

cc: Jerry Hendrix
cc: James Newberry

WYATT, TARRANT & COMBS

1700 LEXINGTON FINANCIAL CENTER
LEXINGTON, KENTUCKY 40507-1746

606 233-2012
FAX: 606 259-0649

CITIZENS PLAZA
LOUISVILLE, KY 40202-2898
502 589-5235

TAYLOR-SCOTT BUILDING
FRANKFORT, KY 40601-1807
502 223-2104

ELSBY BUILDING
NEW ALBANY, IN 47180-3440
812 945-3561

1500 NASHVILLE CITY CENTER
NASHVILLE, TN 37219-1750
615 244-0020

29 MUSIC SQUARE EAST
NASHVILLE, TN 37203-4322
615 255-6161

313 E. MAIN STREET, SUITE 1
HENDERSONVILLE, TN 37075-2546
615 822-8822

6075 POPLAR AVENUE, SUITE 650
MEMPHIS, TN 38118-4721
901 537-1000

10368 WALLACE ALLEY STREET, SUITE 6
KINGSPORT, TN 37663-3977
423 279-1825

WRITER'S DIRECT DIAL NUMBER

JAMES H. NEWBERRY, JR.

606 288-7621

August 9, 1999

VIA FAX

Leah G. Cooper, Esq.
Bell South Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, GA 30375-0001

Re: Pilgrim Telephone

Dear Ms. Cooper:

In the aftermath of our phone conversation on July 22, Stan Kugell and I have prepared a list of questions for which we would like to obtain answers. Those questions are set forth below. We have segregated them by the specific document to which they relate.

Request #1: Please provide us detailed technical documents describing the data fields available, features, and functions, or a reference to the exact names, ordering numbers and vendor of these documents, for each of the following systems as referenced in Attachments 1 and 2:

Database/Service	Interconnection Agreement Reference
LENS	Attachment 1 Paragraph 3.21
TAG	Attachment 1 Paragraph 3.21
CRIS	Attachment 1 Paragraph 3.21
RSAG	Attachment 1 Paragraph 3.21
SCE/SMS	Attachment 2 Paragraph 13.1.1
DBAS	Attachment 2 Paragraph 13.4.2.8
EDI	Attachment 2 Paragraph 17.3
EDI-PC	Attachment 2 Paragraph 17.3

EXHIBIT

E

Leah G. Cooper, Esq.
August 9, 1999
Page 2

Request #2: Pilgrim may wish to provide a facilities-based voice mail service to compete with BellSouth's Memory Call service. For the purposes of this request, please assume that a subscriber elects to buy dialtone from BellSouth, and that Pilgrim wants to offer that subscriber Voice Mail service in competition with BellSouth's Memory Call. Also, please assume that Pilgrim owns all the switching and equipment necessary to provide the service, except for those components of the service that, by their nature, must be provided by the dialtone provider. Please inform us if BellSouth is willing to provide Pilgrim the services necessary to perform the following functions, all of which BellSouth provides itself, and all of which are necessary for Pilgrim to provide a competitive service:

1. Abbreviated dialing codes to activate/deactivate/control voice mail service;
2. No cost transport between the subscriber's phone and voice mail equipment;
3. Message waiting indicators; and
4. Single billing for voice mail service on the same bill as the dial tone charge.

Request #3: Please provide us a copy of the document referenced in Attachment 2, Paragraph 10.6.4.1, or reference to a vendor for that document.

Request #4: Regarding DADAS service referenced in Attachment 2, Paragraph 10, where are the interface points at which BellSouth provides this service?

Request #5: Please identify the databases provided as referenced in Attachment 2, Paragraph 12.2.1.2. For each of the databases so identified, please provide us detailed technical documents describing the data fields available, features, and functions, or a reference to the exact names, ordering numbers, and vendors of these documents.

Request #6: Please provide us with a list of the customer data items with Pilgrim would have to provide in order to support each required LIDB function pursuant to Attachment 2, Paragraph 13.4.2.2.

Request #7: In Attachment 2, Exhibit A, Paragraph I.C.a., for subscribers in LIDB, CLEC appears to be required to provide BST payments for calls made by CLEC subscribers. Does BST offer a reciprocal payment for calls made by BST subscribers?

Leah G. Cooper, Esq.
August 9, 1999
Page 3

Request #8: In Attachment 3, Paragraph 1.5, RCF and FX subscribers are often not in the same physical location as an NPA/NXX serving wire center. How is this handled?

Request #9: Please explain the nature of the obligations set forth in Attachment 3, Paragraph 1.7. Who bills AT&T? Both parties?

Request #10: We have a series of questions relating to Attachment 3, Paragraph 8:

- (a) What happens when our customer dials a BST 976 or N11 number?
- (b) Are we billed for the premium charge, does BST do that itself, or are the calls blocked?
- (c) Does BST offer a reciprocal treatment under (b) for calls going the other direction?
- (d) If BST bills us, and we must bill our end users, how do we get rate information from BST?
- (e) How can we offer a competitive 976 or N11 service with BST?
- (f) How do we work reciprocal compensation for each other's N11 and 976 traffic, both the transport and premium portion thereof?
- (g) ESP/ISP traffic exclusion appears to reserve this portion of the market to BST. Please explain the rationale for the exclusion.
- (h) Is BST willing to make alternate reciprocal compensation arrangements for ESP/ISP traffic?

Request #11: With regard to Attachment 5, Paragraph 1, how do we gain access to 976 and N11 numbers for our customers?

Request #12: Would SPNP, as defined in Attachment 5, Paragraph 3.1, be available to Pilgrim if it attempts to win business from BST's 976 and N11 customers?

Leah G. Cooper, Esq.
August 9, 1999
Page 4

Request #13: With regard to Attachment 5, Paragraph 3, the 976 and N11 tariffs provide for billing BST customers for calls to these numbers. What OSS is provided by BST to make possible a competitive offering by a resale CLEC?

Request #14: In Attachment 6, Paragraph 2.2, what are LENS, TAG, CRIS and RSAG, and what features, functions, and data fields are available through them?

Request #15: In Attachment 7, we understand that CATS and NICS provide for transmission, billing and revenue settlement of certain call types among CLECs and ILECs, and we understand that they provide settlement for collect, calling card and third number intra-lata toll calls. We have some additional questions about the message types supported. Do the systems provide settlement for the following types of calls:

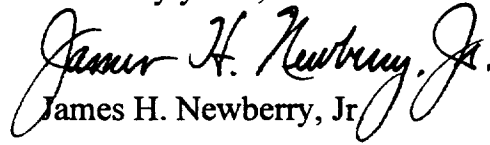
- a. A BellSouth customer places an intra-lata call to directory assistance on another LEC's network, billed to his BellSouth calling card or BellSouth home number.
- b. A BellSouth customer places an intra-lata call to his BellSouth voice mail service on another LEC's network, billed to his BellSouth calling card or home number.
- c. A BellSouth customer places an intra-lata call to his CLEC-provided voice mail service on another LEC's network, billed to his BellSouth calling card or home number.
- d. A BellSouth customer places an intra-lata conference call on another LEC's network, billed to his BellSouth calling card or home number.
- e. All of the above, billed as non-deniable charges, with adequate text descriptions of the charges.

Please provide us detailed references to the EMI record types and indicators to be used for each of these call types.

I trust that you will let me know if you have questions concerning our request. I regret my delay in forwarding these to you, but I have been extensively involved in an emergency proceeding for a client which only concluded Tuesday. In any event, I look forward to hearing from you at your earliest opportunity.

Leah G. Cooper, Esq.
August 9, 1999
Page 5

Sincerely yours,


James H. Newberry, Jr.

cc: Mr. Stan Kugell (via mail)

30147188.4

**BellSouth Interconnection Services**

675 W. Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Susan M. Arrington
404-927-7513
404-529-7839 FAX

August 23, 1999

VIA EMAIL

Mr. James Newberry
Wyatt, Tarrant & Combs
250 West Main Street Suite 1700
Lexington, KY 40507

Dear Mr. Newberry,

Due to the large volume of Pilgrim Telephone's request for information, we are unable to answer your questions at this time. BellSouth is working on your request and will notify you as soon as we are able to provide adequate information. If you have any questions in the meantime, please call me.

Sincerely,

Susan Arrington
Manager, Interconnection Services - Pricing

